



PRE-PRESS • PRINTING • PUBLICATIONS • BINDERY • MAILING

FolgerGraphics RFP 1911
for Mt. Diablo Adult Education
Printing and Delivery of the Quarterly Class Schedules
June 8, 2022 (10 A.M.)

FolgerGraphics Representative: Kirk Folger

Kirkfolger@folgergraphics.com

Ph: 510-887-5656 (Main#) or 510-468-9141 (Cell#)

Kirk Folger





PRE-PRESS • PRINTING • PUBLICATIONS • BINDERY • MAILING

Section A: Specification of Services

The Specification of Services for this project includes the file processing, proofing the files with the customer, which includes sending physical proofs to Mt. Diablo Adult School staff for review. It also includes providing the materials needed for the order and the full production of the order, including the mail preparation and the delivery to the five Post Offices and the office copies to the Mt. Diablo Adult School. Kirk Folger will contact the staff person for this project a month ahead of the targeted file in date to verify the following:

- 1) The intended timeline. When files will be ready and when delivery is needed.
- 2) The size of the publication would be asked about to see what the page count will be and color requirements.

The next step would be to call a few days before the files are scheduled to arrive to do a double check of the job details. Once the files arrive a physical and an electronic press PDF proof will be made. The physical proof will be delivered by either a FolgerGraphics driver or Kirk Folger to the customer for review. The customer will contact FolgerGraphics when the proof is ready, usually the next working day, and the proof will be picked up. If there are any corrections needed on the proof, then a new proof showing the corrections on those pages will be sent to the customer for review and approval via email or by physical delivery within one working day. Once the proofs have been approved the printing will commence the next business day. Upon completion of the printing the bindery process will begin. Once the bindery work is done the next step would be to carrier route sort the copies for delivery to the various Ppst Offices. All materials needed for each class schedule will be ordered prior to the files arriving from the Mount Diablo Adult School staff person prior to the proof being produced. The mailing counts will also be pulled before the files arrive so that there is no question on how many to mail and deliver to the Post Office and the adult school office.

All work for each class schedule will be performed at FolgerGraphics and by FolgerGraphics employees. So there will be no subcontracting of any part of this class schedule for Mt. Diablo Adult School.





PRE-PRESS • PRINTING • PUBLICATIONS • BINDERY • MAILING

Section B: Statement of Qualifications

B1) FolgerGraphics has been in business since 1959 and has about 35 employees that produce over \$5,000,000.00 per year in printing and mailing services for its customers. We have two buildings next to each other in Hayward to produce a wide variety of printing projects. We produce newsletters, posters, brochures, catalogs, postcards and many other items for our customers. We have web presses, sheet-fed presses, digital presses, bindery and mailing equipment to provide the services needed for the Mt. Diablo Adult School as well as other projects.

B2) See the list of references below:

- A) City of Pleasanton (Since 2016)
400 Old Bernal Rd., Pleasanton, CA 94566
Kara Yost 925-931-3422
kyost@cityofpleasantonca.gov
(Recreation guides, postcards and other projects as needed. Last job was a postcard in August 2021.)

- B) San Leandro Adult School (Since 2007)
1448 Williams Street, San Leandro, CA 94579
Bradley Frazier 510-648-4420
(Class schedules, presentation folders, brochures and other items. Last job was a class schedule in November 2021.)

- C) City of Pleasant Hill (Since 2013)
100 Gregory Lane, Pleasant Hill, CA 94523
Geoff Gillette
925-671-5229
ggillette@pleasanthillca.org
(City newsletter, A-Frames, signage and more. Last project: Large format signs.)

- D) City of Fremont (Since 2013)
3300 Capitol Avenue, Building A, Fremont, CA 94538
Cheryl Golden - 510-284-4025
Cgolden@fremont.gov
(City newsletter - Last project was the newsletter June 2021 - \$8,185.00)





PRE-PRESS • PRINTING • PUBLICATIONS • BINDERY • MAILING

B3) The key contact for this project will be Kirk Folger. He will act as a liaison between the adult school representative and the Production Team at FolgerGraphics. The GM at FolgerGraphics is Tom Jansen should Kirk for some unforeseen reason be unresponsive to questions the Adult School might have. The head of the Prepress Department is Matthew Revak and the head of the Bindery and Mailing Departments is Lawrence Nair.

FolgerGraphics hopes to continue its relationship with the Mt. Diablo Adult School as the printer for your quarterly class schedules. If chosen I will continue to do my best to provide you with the quality and service that you are expecting. Please contact Kirk Folger if you have any questions about this proposal and he will be happy to answer any questions you might have.

Sincerely,

Kirk Folger



SCOPE OF SERVICES

The Mt. Diablo Unified School District (hereinafter "the District") seeks to retain a qualified firm to provide Printing and Mailing services of Mt. Diablo Adult Education Quarterly Catalogs, as specified herein. The initial term of the contract shall be for one (1) year with two (2) one-year options to renew the contract.

Print and Mail Specifications:

Print and mail Mt. Diablo Adult Education's quarterly catalogs; the District reserves the right to alter specifications on mutual agreement of cost and adjustment. Contact person will be Paige Endo, Vice Principal, Mt. Diablo Adult Education, or designee.

Expected Work Timeline

From time of delivery of digital content to delivery of printed copy to five (5) post offices and Loma Vista: fourteen (14) business days.

Delivery of content

Content is to be delivered as a PDF that is plate ready.

Proofs

Vendor to provide high-resolution and low-resolution proofs to Mt. Diablo Adult Education or other established site for final approval, by the established time. Onsite press check required, within 45 miles of Loma Vista Adult Center.

Printing and Stock for all Quarterly Catalogs

44-page plus front and back cover with the exception of the summer edition which is reduced to approximately 28-pages plus front and back cover.

Text: K + PMS TBD (TK/same), 34# EB, 68 Hi-brite (catalog inside page stock) and 50# offset

Cover: 4CP + AQ throughout, 80# Gloss Book

Stitch and trim to 6 x 10.75-inches with bleeds

Box 3,100 quantity and deliver to Mt. Diablo Adult Education's Loma Vista Adult Center main office for distribution throughout district and to community partners.

CRT sort 127,000 and deliver to post offices

Page size

Finished size: 6 x 10.75"

Bindery

The Adult Education Quarterly Catalog will be bound with two staples, saddle stitched.

Color of ink

Cover: Front and back outside, 4-color process + AQ with bleeds

Interior pages: black and PMS with bleeds

Press Run

The press run will be: (these are estimates only) will be based upon mail count plus specified additional copies. (For clarification, this bid is inclusive of all 4 runs listed below)

Fall 2022:

Winter 2023:

Spring 2023:

Summer 2023:

Specifications		Price for: YR	
Cover: 100# Gloss Text. 4CP+ GAQ throughout Text: K + PMS throughout, 34# EB		XXX.XXX copies	
Description	Mt. Diablo Adult Education Quarterly Catalog	32-page catalog	44-page catalog
Quantities	127,000 plus (+) 3,000	26,425⁰⁰	29,865⁰⁰
Dimensions	6 inches by 10.75 inches with bleeds		
Pages	32- or 44- page booklet plus four (4) page cover wrap		
Paper Type	Cover (interior and exterior): 80# gloss Body: 34# EB (68); 50# offset		
Ink	Cover: 4 color process + AQ throughout Text: Black plus PMS and bleeds		
Artwork/ Layout/ Typesetting	District provided, plate-ready PDF upload	NC	NC
Finishing	Saddle stitched, two staples, folded in half		
Minimum charges	Per page charge	15⁰⁰	15⁰⁰
	Per hour charge	95⁰⁰	95⁰⁰
	Addition of 4 pages	1,325⁰⁰	1,325⁰⁰
	Addition of 8 pages	2,450⁰⁰	2,450⁰⁰
	Minimum cost per 1,000 addition at time of original printing	197⁰⁰	222⁰⁰
Samples: required	Provide one sheet of each paper type to bid		
Delivery	As defined by calendar		
Subtotal			
Shipping/ handling		Inc.	Inc.
Tax (9.75%)	Only copies delivered to Loma Vista Adult Center are taxable	That is correct	That is correct
Total		26,425⁰⁰ + TAX	29,865⁰⁰ + TAX

Delivery and Mailing

Completed Quarterly Catalog are to be delivered to the Concord Post Office on the specified mailing date, on skids and presorted by zip codes and carrier routes. Vendor is required to call contact person to verify each mailing date, post count, and cost at each drop delivery site.

Vendor is required to deliver a fixed number of copies to MDUSD Loma Vista Adult Center.

Mail Specifications

Vendor is to provide carrier route numbers, counts and maps to the contact person each July to identify District mailing boundaries for the publication year.

Mailing areas include parts of Walnut Creek, Lafayette, Martinez, and Pittsburg. The entire areas of

MDUSD

RFP#1911 Catalog Services - Mt. Diablo Adult Education

12 | Page
General Conditions

Concord, Clyde, Pleasant Hill, Pacheco, and Clayton are included. All Clayton and Bay Point substation post office boxes are included. Simplified Carrier Route sort mailing for approximately 127,000 – all households and apartments, selected business area, and selected PO boxes for the cities of Bay Point and Clayton.

Vendor is required to provide total mailing count prior to printing and estimated postage costs to the contact person.

Mail Permit and Postage

Mt. Diablo Adult Education maintains a postal permit and an account with the Concord Post Office. Quarterly Catalog mailing will draw on that account.

Terms and Conditions

AGREEMENT. Submission of a signed RFP will be interpreted to mean RFPder hereby agrees to all the terms and conditions set forth in all the pages of this Request for Proposals. RFPder's signed RFP and the Mt. Diablo Unified School District's written acceptance or purchase order shall constitute a contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Successful RFPder may not assign, transfer or sell any rights or obligations resulting from this RFP without first obtaining the specific written consent of the Mt. Diablo Unified School District.

AUTHORITY OF THE (MT. DIABLO UNIFIED SCHOOL DISTRICT). Subject to the power and authority of the Mt. Diablo Unified School District as provided by law in this contract, the Mt. Diablo Unified School District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The Mt. Diablo Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

RFPDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed RFP will be interpreted to mean RFPder has agreed to all the terms and conditions set forth in the pages of this solicitation.

BRAND NAMES. Manufacturers' names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing items. The RFPder shall state the brand name and number

BRAND SUBSTITUTIONS. Substitutes may be allowed where the replacement product is of equal or better quality and is reviewed and approved in writing by the district. If samples are requested by the Director of Food and Nutrition Services for this determination, they shall be submitted.

CANCELLATION OF RFP. The Mt. Diablo Unified School District may cancel this RFP at any time.

COMPLIANCE WITH OSHA. RFPder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that RFPder will indemnify and hold the Mt. Diablo Unified School District harmless for any failure to so conform.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. It is understood that the materials, equipment or services offered by the RFPder will meet all requirements of the specifications in this RFP.

CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the Mt. Diablo Unified School District as a result of this RFP.

VENDOR'S EMPLOYEES/VEHICLES – All personnel working under this contract shall be identified by a distinct nameplate, emblem, patch or badge displayed on the outer garment in a visible location and approved by MDUSD. All vehicles shall have the name of the contractor prominently displayed and must be currently licensed throughout the term of this contract. All personnel shall be qualified and properly trained to perform the work required under this contract as well as completing the Criminal Background Check. Vendor shall at all times furnish and maintain sufficient number of vehicles to perform the work of this contract. Trucks must be kept in good repair.

DAMAGE. The Contractor shall be held responsible for any breakage or loss.

INSURANCE REQUIREMENTS. Successful RFPder shall maintain insurance as specified in (Exhibit A). The successful RFPder must furnish the Mt. Diablo Unified School District with the Certificates of Insurance proving coverage as specified in (Exhibit A) and naming the Mt. Diablo Unified School District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

RFP price. The Mt. Diablo Unified School District will not be responsible for determining the logistics or capacities needed to comply with the delivery of goods.

RIGHTS RESERVED.

A. **Rejection.** The Mt. Diablo Unified School District reserves the right to reject any or all RFP's or any part thereof, or to accept any RFP or any part thereof, or to waive any informality in any RFP, whenever it is deemed to be in the best interest of the Mt. Diablo Unified School District. The Mt. Diablo Unified School District also reserves the right to reject the RFP of any RFPder who has previously failed to perform adequately for the Mt. Diablo Unified School District or any other governmental agency.

B. **Cover.** Should the successful RFPder fail to comply with the conditions of this RFP or fail to complete the required work or furnish the required materials within the time stipulated, the Mt. Diablo Unified School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful RFPder.

C. **Severability.** If any provision or any portion of any provision, of any contract resulting from this RFP shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Mt. Diablo Unified School District.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Mt. Diablo Unified School District, in writing, within twenty-four (24) hours, after the delay.

Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, pandemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. RFPder's signed RFP and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.

ASSIGNMENT. The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.

CONTRACT TERM. It is the intent to award the contract(s) for an initial one year period with the option to renew it for 3, one-year periods for a possible total contract term of 4 years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.

Proposers must agree to fix contract fees for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its own expense, hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all claims, demands, liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees and costs of litigation) of every nature arising out of or in connection with all acts or omissions to act of Contractor or its officers, agents, or employees related to the performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

INSURANCE. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless separately disclosed by Contractor in writing to the General Counsel of the District, and approved and confirmed in separate writing as acceptable by the District.

Insurance coverage shall be at least as broad as:

a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.

c. **Umbrella/Excess Coverage:** Umbrella coverage with limits of not less than \$3,000,000 per occurrence shall be provided and will follow form and/or apply over all liability policies, without exception, including but not limited to Commercial General Liability and Automobile Liability.

d. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor. The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared in a separate writing to the office of the District's General Counsel, and must be approved by the District in a separate, written reply. The District may require Contractor to purchase coverage with a lower deductible amount or lower retention or provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the deductible or retention.

Verification of Coverage

Contractor shall furnish District with original certificates and amendatory endorsements or copies of the applicable policy language effective coverage required under this Agreement. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain and/or provide the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Note regarding Workers' Compensation Insurance

A. Generally, coverage for sole owners is optional. You would, however, need to have workers' compensation coverage for any employee you may hire, even if it's just one employee, and even if it's just temporary employment. You should consult with your attorney, insurance agent or broker, or carrier regarding the specifics of your situation and your options.

The following documentation shall be submitted upon request to the DISTRICT:

- (1) Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
- (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- (3) Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

INDEPENDENT CONTRACTOR This Contract is by and between District and vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between District and vendor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.

The employees and agents of each party, shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in State of California. The parties further stipulate that the county of Contra Costa, CA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

Service Level Agreement

RFP #1911

PURPOSE

The Mt. Diablo Unified School District is seeking competitive quotes to provide district-wide Catalog Services - Mt. Diablo Adult Education printing and delivery services.

OBJECTIVE

The Mt. Diablo Unified School District desires to enter into a twelve month contract for a Catalog - Mt. Diablo Adult Education services. The vendor shall provide all labor, materials, and necessary appurtenances to perform delivery at the various MDUSD sites listed herein for the period of July 1, 2022 to June 30, 2023, with the option of two (1) year extensions.

BACKGROUND

The Mt. Diablo Unified School District is a K-12 public school district located in Concord, California serving the educational needs of over 29,000 K-12 students. The District covers over 150 square miles, including the cities of Concord, Pleasant Hill, Clayton; portions of Walnut Creek, Martinez, and unincorporated areas including Lafayette, Pacheco, Pittsburg, and Bay Point. Mt. Diablo Unified School District is one of the largest school districts in the State of California, with over 50 school sites and programs.

MDUSD
RFP #1911
CATALOG SERVICES FOR
MT. DIABLO ADULT EDUCATION
SCHOOL SITE & POST OFFICES
DELIVERY POINTS

Vendor is to provide carrier route numbers, counts and maps to the contact person at Mt. Diablo Adult Education each July to identify District's mailing address boundaries for the publication year. Mailing areas include all households and apartments within the Mount Diablo Unified School District (MDUSD). The following areas (within MDUSD's boundaries) need to have complete and/or partial zip codes identified:

- Point/Pittsburg 94565 (partial)
- Clayton 94517 (plus PO boxes)
- Concord 94518, 94519, 94520, 94521
- Lafayette 94549 (partial to routes within the MDUSD boundaries)
- Martinez 94553 (partial to routes within the MDUSD boundaries)
- Pleasant hill 94523
- Walnut Creek 94596, 94597, 94598


Exhibit 2.

School Site and Post Office Delivery Points

Location	Address	City, State, Zip	Catalog Count
Loma Vista Adult Center	1266 San Carlos Ave	Concord, CA 94520	3098
Concord Post Office	2121 Meridian Park Blvd	Concord, CA 94520	61,720
Martinez Post Office	4100 Alhambra Ave	Martinez, CA 94553	12,889
Oakland Post Office	1675 Seventh Street	Oakland, CA 94615	6,334
Pittsburg Post Office	835 Railroad Avenue	Pittsburg, CA 94565	13701
Walnut Creek Post Office	2070 North Broadway	Walnut Creek, CA 94596	32,808

MDUSD Academic Calendar

Exhibit 3.

 Mt. Diablo Unified School District Academic Calendar 2022-2023 Board Approved 1/19/22															
Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Month	Sun	Mon	Tue	Wed	Thu	Fri	Sat
July 2022						1	2	Jan 2023	1	2	3	4	5	6	7
	3	4	5	6	7	8	9		8	9	10	11	12	13	14
	10	11	12	13	14	15	16		15	16	17	18	19	20	21
	17	18	19	20	21	22	23		22	23	24	25	26	27	28
	24	25	26	27	28	29	30		29	30	31				
	31														
Aug 2022							(10)	Feb 2023				1	2	3	4
		1	2	3	4	5	6		5	6	7	8	9	10	11
	7	8	9	10	11	12	13		12	13	14	15	16	17	18
	14	15	16	17	18	19	20		19	20	21	22	23	24	25
	21	22	23	24	25	26	27		26	27	28				
	28	29	30	31											
Sept 2022						1	2	March 2023				1	2	3	4
	4	5	6	7	8	9	10		5	6	7	8	9	10	11
	11	12	13	14	15	16	17		12	13	14	15	16	17	18
	18	19	20	21	22	23	24		19	20	21	22	23	24	25
	25	26	27	28	29	30			26	27	28	29	30	31	
							(21)								
Oct 2022							1	April 2023							1
	2	3	4	5	6	7	8		2	3	4	5	6	7	8
	9	10	11	12	13	14	15		9	10	11	12	13	14	15
	16	17	18	19	20	21	22		16	17	18	19	20	21	22
	23	24	25	26	27	28	29		23	24	25	26	27	28	29
	30	31						30							
Nov 2022							(20)	May 2023							(14)
	6	7	8	9	10	11	12		7	8	9	10	11	12	13
	13	14	15	16	17	18	19		14	15	16	17	18	19	20
	20	21	22	23	24	25	26		21	22	23	24	25	26	27
	27	28	29	30					28	29	30	31			
Dec 2022							(16)	June 2023							(22)
	4	5	6	7	8	9	10		4	5	6	7	8	9	10
	11	12	13	14	15	16	17		11	12	13	14	15	16	17
	18	19	20	21	22	23	24		18	19	20	21	22	23	24
	25	26	27	28	29	30	31		25	26	27	28	29	30	

T = Work Day All Teachers	N = New Staff Orientation	L = Legal Holiday	B = Board Holiday	R = School Recess
---------------------------	---------------------------	-------------------	-------------------	-------------------

July 4: Independence Day August 4-5: New Staff Orientation August 8-10: All Teacher In-Service Day-NON Student Day August 11: First Student Day Sept. 5: Labor Day Oct 7: End 1st Quarter Oct 10: Teacher In-Service- NON Student Day Oct 17-28: Elementary Minimum Days For Parent/Teacher Conferences Nov 11: Veterans Day Nov 4: End 1st Trimester Nov 21-25: School Recess Nov 24: Thanksgiving Day Nov 25: Board Holiday Dec 21: End 2nd Quarter Dec 21: End 1st Semester Dec 22 - Jan 6: Winter Recess Dec 26: Christmas Holiday (Observed)	Quarter 1= 41 days Quarter 2= 46 days Quarter 3= 46 days Quarter 4= 47 days Semester 1= 87 days Semester 2= 53 days Semester 3= 180 days Trimester 1= 60 days Trimester 2= 55 days Trimester 3= 65 days Trimester 4= 160 days	Jan 2: New Year's Day (Observed) Jan 9: School Resumes Jan 16: Martin Luther King Day Feb 16: End of Trimester 2 Feb 17: School Recess Feb 20: Presidents Day Mar 13: All Teacher In-Service Day- NON Student Day Mar 17: End 3rd Quarter Mar 31: Cesar Chavez Day Apr 3-7: Spring Recess Apr 7: Board Holiday April 28: School Recess May 29: Memorial Day Jun 2: Last Student Day Jun 2: End of 2nd Semester/ 4th Quarter/ 3rd Trimester
---	---	--

**Proposal Form
MDUSD
Catalog Services- Mt. Diablo Adult Education
RFP #1911**

Return original of RFP to: Mt. Diablo Unified School District Maintenance and Operations Department,
1480 Gasoline Alley, Concord, California 94520

➤ **Proposals due on Wednesday, June 8, 2022 at 10:00 a.m.**

Documents to be submitted with RFP Proposal Form:

- Proposal Form
- Evaluation Criteria
- Renewal Option
- Non-Collusion Affidavit
- RFPder's Statement Regarding Insurance Coverage
- Worker's Compensation Insurance Certificate
- Tobacco-Free Environment Certification
- Drug Free Work Place
- Criminal Background Investigation/fingerprinting Certification

RFPder hereby acknowledges receipt of Addenda Number(s) _____, _____ and _____.

Company: Folger Graphics

Address 21093 Forbes Ave

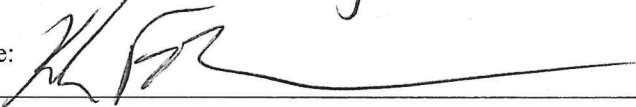
City, State, Zip Hayward, CA 94505

Company Phone No. 510-887-5656

Company Fax No. 510-887-5831

Email: Kirk Folger@folgergraphics.com

Name (print): Kirk Folger

Signature: 

Title of person signing RFP: V.P. of Sales

Date: 6-3-22

Terms of Payment: Net 30

% Percent Discount (Net Days): NA

PRICING: Due to market fluctuations and budget uncertainties, vendor must give fixed year-round pricing for items noted "year round (YR)" availability. Items marked with monthly availability should be RFP for prices during those months.

REVISED-RENEWAL OPTION

(To be submitted with proposal)

If mutually agreeable, the Mt. Diablo Unified School District reserves the right to consider the extension of this contract for three – one year periods for a total contract of 4 years as permitted by law. In the award of this RFP renewal, the District will consider the amount of the price increase stated by the RFPder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by the vendor and proved by a test of the marked and/or submission of documents.

RFPder to indicate in space provided if it would accept an option to renew for the following periods and at what percentage.

Dates:	Yes	No	Percentage
07/01/23 to 06/30/24	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5-15% if necessary
07/01/24 to 06/30/25	<input checked="" type="checkbox"/>	<input type="checkbox"/>	“ “
07/01/25 to 06/30/26	<input checked="" type="checkbox"/>	<input type="checkbox"/>	“ “

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

Corporate Seal (If a corporation)

Folger Graphics, Inc (CA)

Proper Name of Individual, Company or Corporation

Folger Graphics, Inc

Authorized Signature

[Handwritten Signature]

Type or Print Signer's Name

Kirk Folger

Title

VP of Sales

Address, City, State and Zip Code

21093 Forbes Avenue, Hayward, CA 94545

Telephone Number

510-887-5656

Fax Number

510-887-5831

Email Address

Kirk.folger@folgergraphics.com

Date

6-8-22

Non-Collusion Affidavit

RFP #1911 Catalog Services- Mt. Diablo Adult Education
(To Be Completed, Notarized, and Submitted With RFP)

State of CA

Contra Costa County

RFPder's Name Kirk Folger, being first duly sworn, deposes and says that he or she is Owner of Contractor Name Folger Graphics the party making the foregoing RFP that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the RFPder has not directly or indirectly induced or solicited any other RFPder to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any RFPder or anyone else to put in a sham RFP, or that anyone shall refrain from RFPding; that the RFPder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price of the RFPder or any other RFPder, or to fix any overhead, profit, or cost element of the RFP price, or of that of any other RFPder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the RFPder has not, directly or indirectly, submitted his or her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP."

6-6-22

(Date)

[Signature]

Signed at (Place)

Folger Graphics

RFPder Name
(Person, Firm, Corp.)

Kirk Folger

Authorized Representative

21093 Forbes Ave,

Address

Kirk Folger

Representative's Name

Hayward, CA 94545

City, State, Zip

VP of Sales

Representative's Title

see attached acknowledgement

RFPDER'S STATEMENT REGARDING INSURANCE COVERAGE

RFP #1911 Catalog Services - Mt. Diablo Adult Education

(To Be Submitted With RFP)

RFPDER HEREBY CERTIFIES that the RFPder has reviewed and understands the insurance coverage requirements specified in the Request for Proposal, RFP No. 1911 Catalog - Mt. Diablo Adult Education for Mt. Diablo Unified School District. Should the RFPder be awarded the contract for the work, RFPder further certifies that the RFPder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mt. Diablo Unified School District as Additional Insured for the work specified.

Folger Graphics, Inc.

Name of RFPder (Person, Firm, or Corporation)

[Handwritten Signature]

Signature of RFPder's Authorized Representative

Kurt Folger V.P. of Sales

Name & Title of Authorized Representative

6-3-22

Date of Signature

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ALAMEDA

On June 6th, 2022 before me, KANAN GUPTA (NOTARY PUBLIC)
(insert name and title of the officer)

personally appeared KIRK ALAN FOLGER,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kgupta (Seal)



CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION
To Be Submitted With RFQ

RFP #1911 – Catalog Services - Mt. Diablo Adult Education: _____ between the _____
_____ School District (“District”) and Folger Graphics
 (“Contractor”) (“Contract” or “Project”).

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project sites and the employees of the Subcontractor(s) that will be on the Project sites are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

Contractor’s responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 6-3-22 _____

Proper Name of Contractor: Folger Graphics, Inc

Signature: [Handwritten Signature]

Print Name: Kirk Folger

Title: VP. of Sales

END OF DOCUMENT

WORKER'S COMPENSATION INSURANCE CERTIFICATE

RFP #1911: Catalog Services- Mt. Diablo Adult Education

(To be submitted with RFP)

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Folger Graphics, Inc

Name of RFPder (Person, Firm, or Corporation)

[Signature]

Signature of RFPder's Authorized Representative

Kirk Folger VP of Sales

Name & Title of Authorized Representative

6-3-22

Date of Signing

ATTEST:

By _____ Signature

Printed Name & Title

TOBACCO-FREE ENVIRONMENT CERTIFICATION
(To be submitted with RFP)

PROJECT/CONTRACT NO.: _____ between Mount Diablo Unified School District
(the "District" or the "Owner") and Folger Graphics, Inc. (the "Contractor" or the "RFPder")
(the "Contract" or the "Project").

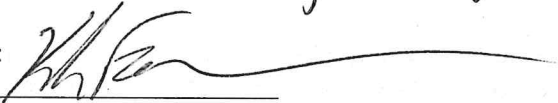
This Tobacco-Free Environment Certification form is required from the successful RFPder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 6-3-22

Proper Name of Contractor: Folger Graphics, Inc

Signature: 

Print Name: Kirk Folger

Title: VP of Sales

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **RFP# 1911 – Catalog Services - Mt. Diablo Adult Education**

between Mt. Diablo Unified School District (the “District” or the “Owner”) and Folger Graphics, Inc
_____ (the “Contractor” or the “RFPder”) (the “Contract” or the “Project”).

This Drug-Free Workplace Certification form is required from the successful RFPder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person’s or organization’s policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to aRFPe by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to aRFPe by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 6-3-72

Proper Name of Contractor: Folger Graphics, Inc.

Signature: [Handwritten Signature]

Print Name: Kirk Folger

Title: V.P. of Sales

END OF DOCUMENT

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
To be Submitted with RFP

RFP# 1911 -- Mt. Diablo Adult Education

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the Mt. Diablo Unified School District, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the contractor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Certification on Non-Segregated Facilities

The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Folger Graphics, Inc
Name of Firm

[Signature]
Authorized Signature

6-3-22
Date

END OF DOCUMENT

District Boundary Map

Exhibit 4.

